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EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 07/30/2019 04:37 PM PG: 1 OF 9

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THIS INSTRUMENT WAS PREPARED
BY AND AFTER RECORDING RETURN
TO:

Ranti B. Oseni, Esq.
City of Chicago Department of Law
121 North LaSalle Street, Room 600
Chicago, Illinois 60602

This space reserved for recorder's use only

ASSIGNMENT AND ASSUMPTION OF REGULATORY AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF REGULATORY AGREEMENT ("Assignment and Assumption") is made as of this 30 day of July, 2019, by and among **CJD PROJECTS III, LLC**, an Illinois limited company ("CJD Projects"), **CHICAGO TITLE LAND TRUST COMPANY**, an Illinois corporation, not personally but solely as successor Trustee to North Star Trust Company, Trustee under Trust Agreement dated March 18, 2008 and known as Trust Number 06-11200 (the "**Land Trust**") (Land Trust and CJD Projects are collectively referred to herein as the "**Prior Owner**"), **6938 S CLYDE LLC**, an Illinois limited liability company ("**6938 S Clyde**") **DOSSY AP LLC**, an Illinois limited liability company ("**Dossy AP**") (6938 S Clyde and Dossy AP are collectively referred to herein as the "**New Owner**"), and consented to by the **CITY OF CHICAGO** (the "**City**"), an Illinois municipal corporation and home rule unit of local government, acting by and through its Department of Housing ("**DOH**").

RECITALS

WHEREAS, DOH is an executive department of the City that supervises and coordinates the formulation and execution of projects and programs creating safe, decent and affordable housing for residents of the City; and

WHEREAS, DOH is the agency of the City which has been designated to allocate low-income housing tax credits pursuant to Section 42 of the Internal Revenue Code of 1986 (the "**Tax Credits**"); and

WHEREAS, DOH issued an allocation of Tax Credits to O'Keeffe Courts Limited Partnership, an Illinois limited partnership (the "**Initial Owner**") in connection with the acquisition and/or construction or rehabilitation by Initial Owner of a low-income housing development erected on real property (the "**Real Estate**") located within the City and legally described on Exhibit A attached hereto and hereby made a part hereof. The Real Estate and the improvements located on it are collectively referred to in this Assignment and Assumption as the "**Development**;" and

WHEREAS, from the Community Development Block Grant Program funds, the City made a loan in the original principal amount of Nine Hundred Eleven Thousand Five Hundred

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Eighty No/100 Dollars (\$911,580) (the “**City Loan**”) to Initial Owner as evidenced by that certain City Note executed and dated as of December 30, 1991 (the “**Closing Date**”) in favor of the City, which is secured by, among other things, (i) that certain Junior Mortgage and Security Agreement, dated as of the Closing Date, executed by Initial Owner in favor of the City and recorded in the Office of the Cook County Recorder of Deeds (the “**Recorder’s Office**”) on December 31, 1991 (the “**Recording Date**”) as document No. 91694343, and which encumbers the Development, (ii) that certain Assignment of Rents and Leases dated as of the Closing Date, executed by Initial Owner in favor of the City and recorded in the Recorder’s Office on the Recording Date as document number 91694344, and which encumbers the Development, and (iii) any other agreements under which the City was granted a lien and security interest to secure the payment and performance by Initial Owner; and

WHEREAS, as a specific condition precedent to Initial Owner receiving the City Loan and in connection with the allocation of Tax Credits to the Development, Initial Owner and the City executed a Regulatory Agreement (the “**Regulatory Agreement**”) dated as of the Closing Date and recorded in the Recorder’s Office on the Recording Date as document number 91694340, and which encumbers the Development; and

WHEREAS, Initial Owner completed construction of the Development and placed it in service; and

WHEREAS, Initial Owner, Prior Owner and the City executed an Amendment to Loan Documents, including the Regulatory Agreement (the “**2008 Amendment**”), under which Initial Owner assigned and the Prior Owner assumed all of Initial Owner’s rights, interests and obligations under the aforementioned documents, dated as of May 8, 2008 and recorded in the Recorder’s Office on May 30, 2008 as document number 0815134083, and which encumbers the Development; and

WHEREAS, prior to the recording of this Assignment and Assumption, Prior Owner and Raskin Risers LLC, a New York limited liability company or its assignee (“**Raskin Risers**”) entered into 1) that certain Real Estate Contract dated as of March 1, 2019, and Rider dated as of March 26, 2019, under which Prior Owner agreed to sell and convey all of its right, title and interest in and to the Development, as part of a portfolio of properties, to Raskin Risers or its assignee, and Raskin Risers agreed to acquire the same from Prior Owner, and 2) that certain First Amendment to the above-mentioned Real Estate Contract dated as of June 12, 2019 and signed by Prior Owner and New Owner, in which Raskin Risers was replaced with the New Owner, 63% as to Dossy AP and 37% as to 6938 S Clyde; and

WHEREAS, prior to the recording of this Assignment and Assumption, Prior Owner and New Owner are consummating the transaction contemplated by the Real Estate Contract (the “**Purchase and Sale**”) by causing that certain Special Warranty Deed dated June 18, 2019 (the “**Conveyance Deed**”) to be recorded in the Recorder’s Office, pursuant to which New Owner is acquiring all of Prior Owner’s right, title and interest in and to the Development; and

WHEREAS, New Owner is funding the Purchase and Sale of the Development with proceeds of a loan made by Arbor Commercial Funding I, LLC, a New York limited liability company, having an office at 3370 Walden Avenue, Suite 114, Depew, New York 14043 in the

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original principal amount of One Million Seven Hundred Ninety Thousand and No/100 Dollars (\$1,790,000.00) (the “**Loan**”); and

WHEREAS, the Loan is being secured by that certain Mortgage dated as of the date hereof and recorded in the Recorder’s Office; and

WHEREAS, the City Loan and all other indebtedness outstanding to the City with respect to the Development is being repaid and satisfied in its entirety by Prior Owner in connection with the Purchase and Sale, but the Section 42 Termination Date (as defined in the Regulatory Agreement) will not yet have occurred, and therefore the Regulatory Agreement and the 2008 Amendment must remain in effect against the Development as of the Purchase and Sale; and

WHEREAS, the New Owner desires to (i) consummate the Purchase and Sale, and (ii) assume the Regulatory Agreement and the 2008 Amendment; and

WHEREAS, it is a condition of the City’s consent to the Purchase and Sale that the Prior Owner assigns, and that the New Owner assumes, the Prior Owner’s obligations under the Regulatory Agreement and the 2008 Amendment; and

NOW, THEREFORE, for and in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. **Recitals**. The recitals set forth above are incorporated into this Assignment and Assumption by this reference.
2. **Assignment of Regulatory Agreement and the 2008 Amendment**. The Prior Owner assigns and transfers to the New Owner, its successors and assigns, all of its rights, duties, obligations and interest under the Regulatory Agreement and the 2008 Amendment.
3. **Acceptance of Assignment**. The New Owner, for itself, its successors and assigns, agrees to be bound by all of the terms, conditions, obligations and restrictions set forth in the Regulatory Agreement and the 2008 Amendment, to the same extent and on the same terms as the Prior Owner; however, the New Owner shall not be so obligated with respect to matters that occurred or arose prior to the date of this Assignment and Assumption. It is the intent of the parties that, as of the date of this Assignment and Assumption, the New Owner now be treated as the owner of the Development under the terms of the Regulatory Agreement and the 2008 Amendment.
4. **No Release**. Nothing in this Assignment and Assumption shall act as a release or waiver of any claim that may arise in connection with the Prior Owner’s failure to have faithfully discharged all of its duties and responsibilities under the Regulatory Agreement and the 2008 Amendment prior to the date of this Assignment and Assumption. However, the Prior Owner shall have no obligation for the performance of any rights, duties and obligations that accrue under the Regulatory Agreement and the 2008 Amendment, as amended by this Assignment and Assumption, subsequent to the date of this Assignment and Assumption.

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5. **Amendment of Assignment and Assumption.** This Assignment and Assumption shall not be altered or amended without the prior written approval of all of the parties to it.

6. **Partial Invalidity.** If a court of competent jurisdiction determines that any term, covenant, condition or provision of this Assignment and Assumption, or its application to any circumstance, at any time or to any extent, is invalid or unenforceable, the remainder of this Assignment and Assumption, or the application of it to circumstances other than those as to which it is held invalid or unenforceable, shall not be affected by such determination and each term, covenant, condition and provision of this Assignment and Assumption shall be valid and enforceable to the fullest extent permitted by law.

7. **Successors.** This Assignment and Assumption shall bind, and the benefits shall inure to, the parties to this Assignment and Assumption, their legal representatives, successors in office or interest and assigns; however, the New Owner may not further assign this Assignment and Assumption, or any of its obligations under this Assignment and Assumption, without the prior written approval of the City.

8. **Captions.** The captions used in this Assignment and Assumption are used only as a matter of convenience and for reference and in no way define, limit or describe its scope or intent.

9. **Notices.** Any notice, demand, request or other communication that any party may desire or may be required to give to any other party under this Assignment and Assumption shall be given in writing, at the addresses set forth below, by any of the following means: (a) personal service; (b) overnight courier; or (c) registered or certified United States mail, postage prepaid, return receipt requested.

If to the Prior Owner:

CJD Projects III, LLC
7370 N Lincoln Ave., Suite A
Lincolnwood, Illinois 60712
Attention: Cullen Davis

With a copy to:

Law Offices of Arnold H. Landis, P.C.
77 W Washington St., Suite 702
Chicago, Illinois 60602
Attention: Arnold Landis

If to the New Owner:

6938 S Clyde LLC and DOSSY AP LLC
287 Hicks St., Apt. 1
Brooklyn, New York 11201

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With a copy to : PreroLaw, P.C.
 8424 Skokie Blvd., Suite 200
 Skokie, Illinois 60077

If to City: City of Chicago, Illinois
 Department of Housing
 121 N. LaSalle Street – 10th Floor
 Chicago, Illinois 60602
Attention: Commissioner

With a copy to : City of Chicago
 Department of Law
 121 N. LaSalle Street – Room 600
 Chicago, Illinois 60602
Attention: Finance and Economic
 Development Division

Such addresses may be changed by notice to the other party given in the same manner as provided in this Assignment and Assumption. Any notice, demand, request or other communication sent pursuant to subsection (a) shall be served and effective upon such personal service. Any notice, demand, request or other communication sent pursuant to subsection (b) shall be served and effective one (1) business day after deposit with the overnight courier with charges pre-paid. Any notice, demand, request or other communication sent pursuant to subsection (c) shall be served and effective three (3) business days after proper deposit with the United States Postal Service.

10. **Counterparts.** This Assignment and Assumption may be executed in counterparts, and each counterpart shall, for all purposes for which an original of this Assignment and Assumption must be produced or exhibited, be the Assignment and Assumption, but all such counterparts shall constitute one and the same instrument.

[Signature Pages Follow]

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ASSIGNMENT AND ASSUMPTION OF REGULATORY AGREEMENT

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption as of the date set forth above.

PRIOR OWNER:

CJD PROJECTS III, LLC, an Illinois limited company


By:

Cullen J. Davis, sole Member and Manager

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

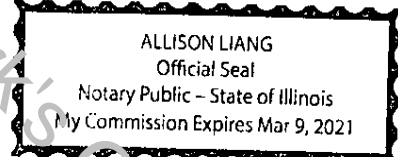
I, the undersigned, a Notary Public in and for the county and State aforesaid, do hereby certify that Cullen J. Davis, personally known to me to be the sole Member and Manager of **CJD PROJECTS III, LLC**, an Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such sole Member and Manager, he signed and delivered the said instrument pursuant to authority, as his free and voluntary act, and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 24th day of July, 2019.



Notary Public

My Commission Expires 3/9/2021



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PRIOR OWNER:

CHICAGO TITLE LAND TRUST COMPANY, an Illinois corporation (not personally but solely as successor Trustee to North Star Trust Company, Trustee under Trust Agreement dated March 18, 2008 and known as Trust Number 08-11200), an Illinois limited company

By: 
NAME [REDACTED]
KELLY ANN ZYKOWSKI VICE PRESIDENT




STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the county and State aforesaid, do hereby certify that [REDACTED] personally known to me to be the VIP of **CHICAGO TITLE LAND TRUST COMPANY**, an Illinois corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such VIP s/he signed and delivered the said instrument pursuant to authority, as his/her free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 26th day of July, 2019.




Notary Public

My Commission Expires _____

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

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CONSENTED TO:

CITY:

CITY OF CHICAGO, ILLINOIS, by and through its Department of Housing

By: *Marisa Novara*
Marisa Novara, Commissioner

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the county and State aforesaid, do hereby certify that **MARISA NOVARA**, personally known to me to be the Commissioner of the Department of Housing of the City of Chicago, Illinois (the "City") and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Commissioner, she signed and delivered the said instrument pursuant to authority, as her free and voluntary act, and as the free and voluntary act and deed of said City, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 21st day of July, 2019.

Juan A Gutierrez
Notary Public

My Commission Expires 5/31/2023



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EXHIBIT A

LEGAL DESCRIPTION

All that real property situated in the City of Chicago, County of Cook, State of Illinois and more particularly described as follows:

LOTS 93 AND 94 IN FIRST ADDITION TO BRYN MAWR HIGHLANDS, BEING A SUBDIVISION OF THE NORTH THREE QUARTERS OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE WEST 500-1/2 FEET THEREOF AND EXCEPT BRYN MAWR HIGHLANDS SUBDIVISION AND EXCEPT EAST 67TH AND EAST 68TH STREET HERETOFORE DEDICATED) IN COOK COUNTY, ILLINOIS

PERMANENT INDEX NUMBER: 20-24-415-016 Vol. 261 (Affects Lot 94)

20-24-415-017 Vol. 261 (Affects Lot 93)

COMMON ADDRESS: 6936-6944 South Clyde Avenue, Chicago, Illinois 60649